

# Englewood Area Board of Realtors

## LOCKBOX SERVICE Rules & Regulations

Adopted April 9, 2019, Revised February 13, 2020

The Englewood Area Board of REALTORS® provides a Lockbox Service as a member service to Board members and other authorized Keyholders. The Board has an exclusive contract with SUPRA, a lockbox vendor who provides the Lockbox Service, which meets the minimum- security requirements specified by the National Association of REALTORS®.

ActiveKEYS or eKEY software (collectively KEYS) are leased to authorized Keyholders by SUPRA. The lease remains in full effect and fees continue, whether service is terminated or not, until all leased equipment has been returned to the Board. No member shall be required to lease a KEY.

When used to open the key container of a Lockbox, the KEY records and transmits information to the Service. Keyholders have access to SupraWeb, where they can update their information, pay invoices, access showing reports, and other functions as provided by SUPRA.

A Lockbox is not intended or designed as a security device, but as a convenience to facilitate the showing of listed property. A listing broker/agent shall have written authorization of the owner to install or use a Lockbox.

### Section 1. Definitions

- A. Keyholder: Those individuals as specified in Section 3 who have executed a lease agreement.
- B. KEYS: electronic devices used to open Lockboxes. There are two types of KEYS leased to authorized Keyholders by Supra. An ACTIVEKEY is a wireless lockbox key that automatically updates. The eKEY is an electronic KEY installed on the Keyholder's personal smartphone or mobile device.
- C. Lockbox: a container which may be affixed to a property to allow authorized users access to listed property. KEYS communicate through infrared or Bluetooth technology to release the key container for access to the property. At the same time, a record is made and transmitted to the Supra system.
- D. Lockbox Service: a key control system used to facilitate the showing of listed property.
- E. PIN: A personal identification number assigned to Keyholder for use in connection with the KEY device, in order to prevent the use of the KEY device by unauthorized persons.

### Section 2. General Provisions

The Supra system is a service provided by the Englewood Area Board of REALTORS®, Inc. (EABOR). To participate in the system, you must be a member or Business Partner of EABOR.

### LOCKBOX/KEY SYSTEM Rules and Regulations

### Section 3. Rules and Regulations

The following are Rules and Regulations for use of the Board's lockbox/KEY system. These Rules and Regulations are in addition to the terms and conditions of the Supra Lease Agreement and the Lockbox

## Security Requirements of the National Association of REALTORS®.

1. No more than one Supra KEY device shall be leased to any licensee (including licensed or certified appraisers) affiliated with an MLS Participant/Designated REALTOR®.
2. The Board may suspend the right of a Lockbox Keyholder to use Supra following their arrest for any felony or misdemeanor which, in the determination of the Board, relates to the real estate business or which puts clients, customers or other real estate professionals at risk.
3. The Board may refuse to lease Supra Lockbox/KEY and may terminate lease agreements of any Keyholder convicted of a felony or misdemeanor if the crime, in the determination of the Board, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.
4. Unlicensed persons, assistants, administrative and clerical staff, and individuals seeking licensure as real estate appraisers who are under the direct supervision of a Designated REALTOR®, or MLS Participant, or their licensed designee, shall be eligible to lease a Supra device on the same terms and conditions as non-principal brokers and sales licensees.

Upon execution of a Keyholder Lease Agreement , the following individuals are eligible to be issued a KEY: a REALTOR® member of EABOR, any non-principal broker, sales licensee, or licensed or certified appraiser affiliated with a REALTOR®; and Business Partner members of EABOR (Primary or Auxiliary) who are licensed to perform pest control or home inspections, subject to the requirements listed below:

The firm performing pest control or home inspections must hold Business Partner membership with EABOR and must have a valid business license. The owner or officer must provide a certificate of liability insurance of at least \$500,000 naming the Englewood Area Board of REALTORS®, Inc. as an additional insured. The owner or officer must also be a Keyholder before others in the firm are eligible. An individual who wishes access to the Lockbox Service must become an authorized Keyholder - sharing of KEYS is prohibited. The owner or officer must sign a form authorizing a licensed individual affiliated with the firm to become a Keyholder, accepting full responsibility for the actions of the Keyholder so authorized. The owner or officer must annually verify the Keyholders in its firm and must notify EABOR in writing within 48 hours if a Keyholder leaves the firm or no longer wishes to use the Lockbox Service, returning all equipment.

In addition to the foregoing, the following also apply:

1. Use of the lockbox system is not an open invitation to enter the property. Appointments are mandatory. Affiliate and Auxiliary Business Partner members are expressly prohibited from using Supra device to enter a property without the owner's and/or listing broker's permission.
2. The Board may suspend the right of a lockbox keyholder to use Supra following their arrest for any felony or misdemeanor which, in the determination of the Board, relates to the real estate business or which puts clients, customers or other real estate professionals at risk.
3. The Board may refuse to lease Supra KEYS/lockboxes and may terminate lease agreements of any Keyholder convicted of a felony or misdemeanor if the crime, in the determination of the Board, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

### **ASSIGNMENT OF LOCKBOXES TO LISTINGS, ADDITIONAL RULES and VIOLATIONS:**

1. All lockboxes MUST be on the property they are assigned to. Inclusion in the MLS is not required for a property to have a lockbox, however frequent reporting of the listing status may be required if not in the MLS. If a listing is not in the MLS, a copy of the fully executed MLS Waiver form must be submitted to EABOR in order to receive a lockbox.
2. Lockboxes cannot be transferred between agents.
3. Sharing the PIN for the KEY in any way to any third party or attaching it to the KEY is a violation of the Lockbox Rules and Regulations.

4. Sharing, loaning or giving the KEY to any other person or permitting any other person to use the KEY, whether or not they are a real estate broker or salesperson, is a violation of the Lockbox Rules and Regulations.
5. A lockbox may be obtained on a listing that is an "incomplete" status in the MLS, as long as the MLS number has been assigned, and an early lockbox check-out acknowledgement form is signed indicating the listing will be "active" in the MLS within 72 hours (excluding weekends and holidays).
6. Do not attach or write your PIN code or shackle numbers on your lockboxes or key. **This is a serious breach of security.**
7. Failing to return the property key(s) to the Lockbox container and/or failing to ensure the lockbox is secure before leaving the property is a violation of the Lockbox Rules and Regulations.
8. Failure to remove **AND RETURN** a lockbox to EABOR within 72 hours (excluding weekends and holidays) on a listing that has expired, withdrawn, or closed, is a violation of the Lockbox Rules and Regulations.
9. Compromising the security of the property and/or integrity of the system is a violation of the Lockbox Rules and Regulations.
10. Placement of Lockboxes near water pipes or sprinklers is discouraged.
11. Lockboxes may have no more than ONE gate card and THREE keys in the box. The keys MUST be placed in the key **container** of the lockbox.
12. Other violations shall include, but are not limited to, unauthorized use of the lockbox, not closing the lockbox door, taking the key from the lockbox of a former listing agency to put in a new listing agency lockbox, handing over the key to another agent for showing after your showing, unauthorized removal of the lockbox, entering a lockbox property in violation of the MFR showing instructions.
13. Failure to return all lockboxes, and return/deactivate any Supra device within five business days **upon departure from membership or affiliation with EABOR.** Individuals not returning lockboxes will be invoiced for those lockboxes assigned to him/her.
14. Lockboxes should be placed on an A.D.A. compliant location.

#### **LOCKBOX/KEY ADMINISTRATIVE FEES/CHARGES:**

- Annual Administrative Fee - \$90.00 plus tax.
- Annual Administrative Fee Date – The annual fees will be invoiced on or about December 1<sup>st</sup> of each year, and due within 30 days. Failure to pay the fees by the due date will result in a \$25.00 late fee, and the KEY device being deactivated until all fees are paid. There is no proration of the annual fee due to late payment.
- Prorated Administrative Fee – Fees will be prorated monthly for new members, and, collected at time of activation of device.

#### **Section 4. Security**

Your device is automatically programmed to open lockboxes issued by the Englewood, Sarasota/Manatee, Hernando/Central/West Pasco, Tampa, Port Charlotte, Venice, and Pinellas systems, as soon as your information is put into their system. If opening a lockbox in another area, please check with EABOR. Keep your KEY device dry at all times. Do not leave in your car due to potential damage from the heat. EABOR lockboxes operate on set-timed access hours which are 7am–8pm (EST) and 8am–9pm (DST.) Access hours can be changed to 24-hour by the agent.

**NOTE:** Fees/fines are subject to change without notice. The Schedule of Sanctions represent violations within a one-year period.

## Schedule of Sanctions

<b>Rule 1:</b> Placing a lockbox on a property it is not assigned to.	1 <sup>st</sup> Offense	\$50 fine
	2 <sup>nd</sup> Offense	\$100 fine
	3 <sup>rd</sup> Offense	\$250 fine 30-day deactivation of KEY service.
<b>Rule 2:</b> Transferring a lockbox between agents.	1 <sup>st</sup> Offense	\$50 fine
	2 <sup>nd</sup> Offense	\$100 fine
	3 <sup>rd</sup> Offense	\$250 fine 30-day deactivation of KEY service.
<b>Rule 3:</b> Sharing the PIN for the KEY in any way to any third party or attaching it to the KEY.	1 <sup>st</sup> Offense	\$100 fine
	2 <sup>nd</sup> Offense	\$500 fine and 30-day deactivation of KEY service.
	3 <sup>rd</sup> Offense	Permanent termination of Lockbox and KEY service.
<b>Rule 4:</b> Sharing, loaning, or giving the KEY to any other person or permitting any other person to use the KEY, whether or not they are a real estate broker or salesperson.	1 <sup>st</sup> Offense	\$500 fine and 30-day deactivation of KEY service.
	2 <sup>nd</sup> Offense	\$1,000 fine and 6-month deactivation of KEY service.
	3 <sup>rd</sup> Offense	Permanent termination of Lockbox and KEY service.
<b>Rule 5:</b> Failing to activate an incomplete listing within the required 72-hour period.	1 <sup>st</sup> Offense	\$50 fine
	2 <sup>nd</sup> Offense	\$100 fine
	3 <sup>rd</sup> Offense	\$250 fine 30-day deactivation of KEY service.
<b>Rule 6:</b> Failing to return the property key(s) to the Lockbox container and/or failing to ensure the Lockbox is secure before leaving the property.	1 <sup>st</sup> Offense	\$500 fine and 30-day deactivation of KEY service.
	2 <sup>nd</sup> Offense	\$1,000 fine and 6-month deactivation of KEY service.
	3 <sup>rd</sup> Offense	Permanent termination of Lockbox and KEY service.
<b>Rule 7:</b> Failure to remove <b>AND RETURN</b> a lockbox to EABOR within 72 hours (excluding weekends and holidays) on a listing that has expired, been withdrawn, or closed.	1 <sup>st</sup> Offense	\$50 fine
	2 <sup>nd</sup> Offense	\$100 fine
	3 <sup>rd</sup> Offense	\$250 fine and 30-day deactivation of Lockbox leasing service.
<b>Rule 8:</b> Using a KEY to access a property without first obtaining authority to enter the property from the property owner or responsible agent.	1 <sup>st</sup> Offense	\$100 fine
	2 <sup>nd</sup> Offense	\$500 fine and 30-day deactivation of KEY service.
	3 <sup>rd</sup> Offense	Permanent termination of Lockbox and KEY service.
<b>Rule 9:</b> Giving property keys to anyone at any time, including another agent.	1 <sup>st</sup> Offense	\$100 fine
	2 <sup>nd</sup> Offense	\$500 fine and 30-day deactivation of KEY service.
	3 <sup>rd</sup> Offense	Permanent termination of Lockbox and KEY service.
<b>Rule 10:</b> Failing to report the loss or theft of a KEY or any Lockboxes immediately in writing, but no later than 48 hours.	1 <sup>st</sup> Offense	\$100 fine
	2 <sup>nd</sup> Offense	\$500 fine and 30-day deactivation of KEY service.
	3 <sup>rd</sup> Offense	Permanent termination of Lockbox and KEY service.

<b>Rule 11:</b> Failing to remove software from smartphone or return ACTIVEKEY to the Board within 48 hours of decision to discontinue use of KEY or of termination of membership or Lockbox service.	1 <sup>st</sup> Offense	\$100 fine
	2 <sup>nd</sup> Offense	\$500 fine and 30-day deactivation of KEY service.
	3 <sup>rd</sup> Offense	Permanent termination of Lockbox and KEY service.

**FAILURE TO PAY ANY OF THE ABOVE FINES BY THE DUE DATE WILL RESULT IN DEACTIVATION OF THE KEY/LOCKBOX SERVICE UNTIL SUCH TIME AS THE FINE IS PAID.**